



DEFENSE LOGISTICS AGENCY
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VIRGINIA 22060-6222

IN REPLY
REFER TO DESC-PLC

January 22, 2003

Gentlemen:

Request for Proposal (RFP) SP0600-01-R-9000-0004, Alaska PC&S, Purchase Program 3.9 is hereby issued to solicit the following requirements:

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES ARMY

VALDEZ

AK, ARMY NG, NATIONAL GUARD ARMORY, 1313 MOCKINGBIRD LANE
NOT LOCATED IN A BOROUGH

DELIVERY DODAAC: W90FG8

BILLING DODAAC: W90FG8

ORDERING OFFICE: 907-428-6907

050-05 TURBINE FUEL, AVIATION (JP5) 30,000 GL

PORTS ACTIVE

TANK TRK/TRL (TTR), INTO

2/2,500 GALLON HEMITT TANKER(S) TOP LOADING (GRAVITY FEED)

DELIVERY PERIOD: APPROX. FEB - APR 2003 AND 2004

APPROX. 15,000 GALS EACH 2003 AND 2004 DELIVERIES

FOR EXERCISE AT VALDEZ

NATIONAL PARK SERVICE

DENALI NAT'L PARK

AK, DI, (FOR NATL PARK SERVICE)

DENALI BOROUGH

DELIVERY FEDAAC: 140102

ORDERING OFFICE : (907) 257-2607 [PROCUREMENT]

ALT ORDERING OFFICE: (907) 683-2294 [PARK]

D38-10 GASOLINE, AVIATION (100LL) 28,500 GL

TANK WAGON (TW), INTO

1/2,000 GALLON TANK AT KANTISHNA AIR STRIP.

DELIVERY HOURS: 2200 - 0600 KANTISHNA AIR STRIP

REQUIRES DELIVERIES END OF MAY THRU OCT 1ST

2/1,000 GALLON TANK AT MCKINLEY AIR STRIP.

DELIVERY HOURS: 0800 - 1630 MCKINLEY AIR STRIP

REQUIRES DELIVERIES YEAR ROUND

NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT

CARD IN ACCORDANCE WITH CLAUSE G160

Federal Recycling Program



Printed on Recycled Paper

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- NATIONAL PARK SERVICE -----	
	DENALI NAT'L PARK AK, DI, (FOR NATL PARK SERVICE) DENALI BOROUGH DELIVERY FEDAAC: 140102 ORDERING OFFICE : (907) 257-2607 [PROCUREMENT] ALT ORDERING OFFICE: (907) 683-2294 [PARK]	
D38-65	JET FUEL, TYPE B (JAB) TANK WAGON (TW), INTO 1/2,000 GALLON TANK AT KANTISHNA AIR STRIP DELIVERY HOURS: 2200 - 0600 KANTISHNA AIR STRIP REQUIRES DELIVERIES END OF MAY THRU OCT 1ST 1/2,000 GALLON TANK AT MCKINLEY AIR STRIP DELIVERY HOURS: 0800 - 1630 MCKINLEY AIR STRIP REQUIRES DELIVERIES YEAR ROUND NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT CARD IN ACCORDANCE WITH CLAUSE G160	28,500 GL

Your facsimile offer is requested for the above item(s) in accordance with Clause L2.11-2, FACSIMILE OFFERS. DESC's facsimile number is (703) 767-8506.

The closing date and time for receipt of offers is **February 5, 2003, 3:00 p.m. local time**, Fort Belvoir, Virginia. Please identify your offer by making reference to the RFP SP0600-01-R-9000-0004. Your offer shall include the statement that the offeror agrees to the terms and conditions of RFP SP0600-01-R-9000 and SP0600-01-R-9000-0001, as amended.

The terms and conditions of solicitation SP0600-01-R-9000-0001, as amended are hereby incorporated into this solicitation, except as indicated herein.

Under Clause B19.19, ECONOMIC PRICE ADJUSTMENT, the base reference date is **January 20, 2003**. The publications listed are hereby revised to include Jet Fuel (JP5) using the same publication as is listed for Jet Fuel (JP8). The base reference price as of this date for item 050-05 is **\$915833**, for item D38-10 is **\$1.4396**, and for item D38-65 is **\$9595**.

The following clauses are hereby deleted from solicitation SP0600-01-R-9000 and/or SP0600-01-R-9000-0001:

C16.64-3	TURBINE FUEL, AVIATION (JP8) (DESC JUL 2000)
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2001)
I1.03-9	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC JUN 2001)
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC NOV 2001)
K15	RELEASE OF UNIT PRICES (DESC JUL 2002)

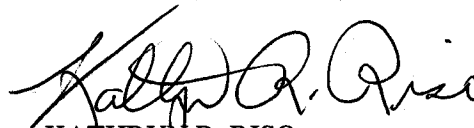
The following clauses are hereby added to solicitation SP0600-01-R-9000. Clauses listed below will be faxed under separate cover.

C16.01	TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC NOV 2002)
C16.64-3	TURBINE FUEL, AVIATION (JP8) (DESC SEP 2001) (REV)
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)
G160	PAYMENT BY CREDIT CARD (FEDERAL CIVILIAN AGENCIES) (DESC MAR 2002)
II.03-9	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEEES EXCLUDED FROM CONTRACT PRICE (DESC APR 2002)
K15	RELEASE OF UNIT PRICES (DESC OCT 2002)

Due to the urgency of the requirement, the Government may award a contract on the basis of initial offers received, without discussions. The Government intends to award a contract to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors specified elsewhere in the solicitation, considered. Accordingly, each offer should be submitted on the most favorable terms, from a price and technical standpoint.

If an Offeror Submission Package (OSP) was submitted under the master solicitation SP0600-01-R-9000, then an OSP is not required for this solicitation. However, your offer shall state, "the contractor's certifications submitted under RFP SP0600-01-R-9000 remain valid". Your offer must also include a statement that "None of the prohibitions under clause K1.05, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS and K85, DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY, included in solicitation SP0600-01-R-9000 are applicable."

Point of contact for this acquisition is Predeen Aiyelawo, Contract Specialist or Michelle Smith, Contract Specialist, Defense Energy Support Center, at (703) 767-9512 or (703) 767-9533, respectively, or facsimile number (703) 767-8506.



KATHRYN R. RISO
Contracting Officer
Ground Fuels Division II
Direct Delivery Fuels

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC NOV 2002)

(a) Specification MIL-DTL-5624T, dated September 18, 1998, Turbine Fuel, Aviation, Grades JP4 and JP5, applies. The requirements of Table 1 in the specification are modified as follows:

(1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.

(2) **HYDROGEN CONTENT.** ASTM D 5291 may be used in lieu of ASTM D 3701.

(3) **MICRO-SEPAROMETER (MSEP) REQUIREMENTS.** Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(4) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment 2) and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating, **“MSEP result is a ‘Report Only’ requirement. Original result of _____ (fill in actual result) on product containing the following additives: _____ (fill in combination of additives).”**

(5) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:

(6) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test (ASTM D 381-01) may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius. If air is used instead of steam while performing ASTM D 381, it must be reported. In case of a failure with air, the sample must be retested using steam.

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624T, an additional JFTOT test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). Shipments will not be delayed pending results of this additional JFTOT test.

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported as using series “B” for item numbers 601, 602, and 603. If another temperature is used, use series “A” to report the results and item 604A to report the test temperature.

(b) **ADDITIVES.**

(1) Additives are required for deliveries of JP4 and JP5, per MIL-DTL-5624T, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement. FSII included in jet fuel shall conform to MIL-DTL-85470B dated June 15, 1999.

(2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuels.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19 dated March 5, 2001. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO/EXXON 5403, Mobilad F800, TOLAD 4410, and TOLAD 4445.

(4) For JP4 containing hydrogen-treated blending stocks, the following applies: Where a finished fuel consists of a blend of hydrogen-treated and nonhydrogen-treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-5624T, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases the proportion of the blend that has been hydrogen treated shall be reported.

(5) Line injection of additives (FSII and corrosion inhibitor) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(iii) Conformance to specification requirements at the custody transfer point is required; however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for Reid Vapor Pressure (RVP) and MSEP). Using a separate representative sample, RVP analysis of JP4 shall be performed without the additives present due to the sensitivity of the test to sampling and handling. MSEP analysis shall be performed per Contractor's election in MIL-DTL-5624T, dated September 18, 1998.

(6) When the addition of Static Dissipator Additive (SDA) is required by the contract, the new formulation of STADIS 450 (active ingredient dinonynaphthylsulfonic acid (DINNSA)) shall be used.

C16.01 (CONT'D)**(c) APPLICABLE TO JP5 ONLY.**

(1) **TOTAL SULFUR CONTENT.** The total sulfur content of JP5 shall be 0.30 mass percent maximum.

(2) **FLASH POINT TESTING.** The referee procedure for performing flash point testing of JP5 shall be the manual version of ASTM D 93 as opposed to the automated version of ASTM D 93.

(3) **REPORTS.** Refer to the MATERIAL INSPECTION RECEIVING REPORT clause for reporting requirements. In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and to the address shown below:

NAVAL AIR SYSTEMS COMMAND
FUELS AND LUBRICANTS DIVISION, AIR 4.4.5
22229 ELMER ROAD, UNIT 4, BLDG 2360
PATUXENT RIVER, MD 20670-1534

(d) APPLICABLE TO JP4 ONLY.

(1) With the exception of the fuel electrical conductivity test requirement, JP4 must meet the specification test requirements of MIL-DTL-5624T with all additives required by this contract included, except SDA. After verifying specification conformance, SDA, when required by this contract, shall be added proportionately to obtain a conductivity range of 150-600 picosiemens per meter. SDA will not be preblended with FSII, but may be injected simultaneously. The Contractor is not required to report or verify the conductivity level when SDA is injected while loading delivery conveyances due to the SDA equilibrium rate in JP4. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(2) SDA is required to be added to all JP4 shipped directly to an end user by tank truck, tank car, barge, or pipeline without passing through a terminal. SDA is not required in shipments to (through) a DESP.

(3) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements.

(DESC 52.246-9FNK)

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC SEP 2001) (REV)

Aviation Turbine Fuel shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

(a) **REFINERIES IN ALASKA.** For fuels refined in Alaska and delivered to Alaska locations, the total acid number specification limit is relaxed to 0.020 mg KOH/g maximum.

(b) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-DTL-83133E, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.

(1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity.

(2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-83133E, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases, the percentage of the blend that has been hydrogen treated shall be reported.

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-19, dated March 15, 2001.

(4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-DTL-85470B, dated June 15, 1999, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.

(5) Static Dissipator Additive (SDA) is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150 to 450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonylnaphthylsulfonic acid (DINNSA)) shall be used when SDA is required.

(6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separometer (MSEP) can be performed without SDA present.)

(ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(iii) When FSII is line injected, additive concentration (refer to MIL-DTL-83133E specification for test methods permitted) must be verified based on a representative shipment sample(s).

C16.64-3 (CONT'D)

(c) **TESTING.**(1) **PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.**

(i) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.

(ii) **FT TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.

(2) **WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.**

(i) Refer to MIL-DTL-83133E.

(ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII, CI, and/or SDA after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a hand blend containing jet fuel, FSII, CI, and AO (AO only if required). The FSII shall be included in this handblend at a concentration of 0.10 to 0.15 volume percent and the amount of the CI included shall be within the concentration ranged specified in QPL 25017. The MSEP result of this hand blend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standardized Report Form (see Attachment 2) as item 750X. This result shall be recorded with an asterisk next to it and a footnote below stating "MSEP result is a report only requirement." Original result of _____ on product containing the following additives applies:

(3) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-98, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-83133E, an additional JFTOT shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit).

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(4) **EXISTENT GUM.** The existent gum test (ASTM D 381-99) may be performed using air as the vaporizing medium in lieu of steam.

(5) **TOTAL WATER CONTENT.** The total water content of each shipment of JP8 shall be determined in accordance with ASTM D 6304, Procedure A or Procedure C on a sample taken at the custody transfer point that is representative of the entire delivery. The only exception to this sampling location is for deliveries by *truck or railcar*, in which case the test shall be performed on a representative sample taken from the sales tank. **No maximum limit applies to test results obtained for this fuel property.** This data is required for information purposes only.

(6) **WORKMANSHIP.** The workmanship criteria in MIL-DTL-83133E, paragraph 3.4, is revised to read, "At the custody transfer point, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter in accordance with ASTM D 4176, Procedure 2, with a result of Rating 1, maximum. If the sample fails ASTM D 4176 only because it contains visible sediment or particulate matter, but meets the particulate matter requirements of 1.0 mg/L maximum as stated in MIL-DTL-83133E, Table I, the workmanship criteria is met. However, in case of dispute as determined by sample results taken at the custody transfer point, the fuel shall be clear and bright at 21 degrees Celsius (70 degrees Fahrenheit) and shall contain no more than 1.0 mg/L of particulate matter as required in MIL-DTL-83133E, Table I. The sample in dispute shall be taken into an area where the sample is permitted to slowly equilibrate to 21 degrees Celsius (70 degrees Fahrenheit).

C16.64-3 (CONT'D)**(d) REPORTS.**

(1)) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause (52.246-9FG1) for additional reporting requirements.

(2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. When completing the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275 degrees Celsius shall be reported using series "A" for item numbers 601, 602, and 603. A separate report form is not required for the 275 degrees Celsius test result.

(3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel.

(4) The total water content of each batch of fuel supplied to the Government shall be reported in mg/kg as Item 781B on the Standard Report Format. In cases where a custody transfer point sample is used to determine the total water content, test reports for each batch tank used in the shipment will record the total water content from the custody transfer point sample analysis. **The total water content of JP8 is to be reported, NOT LIMITED.**

(DESC 52.246-9FNW)

G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JAN 2002)

NOTE 1: **FOR FACSIMILE INVOICING**, see the SUBMISSION OF INVOICES BY FACSIMILE clause.

NOTE 2: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) INVOICING OF NON-PORTS (PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS) ORDERS PLACED BY ARMY, NAVY (including Marines), AIR FORCE, AND OTHER DoD ACTIVITIES (including Alaska, and Hawaii).

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-BVDFP/CC
P.O. BOX 182317
COLUMBUS, OH 43218-6252

(2) CERTIFICATION OF RECEIPT.

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or

(B) DD Form 1155, Order for Supplies or Services; or

(C) DD Form 250, Material Inspection and Receiving Report; or

(D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (the Contractor will prepare and the activity responsible for signing will acknowledge receipt of fuel for tanker and barge deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) PC&S DELIVERIES.

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

G150.06 (CONT'D)

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) **SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(iii) **COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
ATTN: DFAS-BVDFP/CC
 3990 EAST BROAD STREET, BLDG 21
 COLUMBUS, OH 43213-1152

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES.**

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES (except for the United States Postal Service).** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Tax exemption certificates shall be processed in accordance with procedures stated in the TAX EXEMPTION CERTIFICATES clause.

(c) **SUBMISSION AND CERTIFICATION OF INVOICES FOR THE UNITED STATES POSTAL SERVICE. Certification of Invoice.** The Contractor agrees that submission of an invoice to the Government for payment is a certification that the invoiced quantities have been delivered in accordance with instructions issued by the United States Postal Service Material Management Services Center (U. S. Postal Service MMSC). The Contractor shall submit the invoices for U. S. Postal Service activities to the designated U. S. Postal Service MMSC stated in the contract. The U. S. Postal Service MMSC will verify and certify that the invoice quantities are accurate for payment. Upon certification, the U. S. Postal Service MMSC will submit the invoice via facsimile to the applicable Paying Office. The payment due date will be 30 days after the U.S. Postal Service MMSC has received the invoice. If the designated U.S. Postal Service MMSC fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice.

(d) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention or demurrage cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
 ATTN: SATPC-L
 NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC DEC 2001)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items paid by DFAS Columbus for DoD Activities.

NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-BVDP/CC cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-BVDP/CC) at **(800) 756-4571 (Options 2 and 2)**. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-BVDP/CC FAX number is **(614) 693-0670/0671/0672**.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is **(703) 767-9380**. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention/demurrage costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
ATTN SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

THIS CLAUSE APPLIES TO FEDERAL CIVILIAN ITEMS ONLY.**G160 PAYMENT BY CREDIT CARD (FEDERAL CIVILIAN AGENCIES) (DESC MAR 2002)****(a) METHOD OF PAYMENT.**

(1) If the delivery narrative states that payment by credit card is authorized, payment for Federal Civilian items will be made using a Government credit card, except as provided in (a)(2) of this clause.

(2) In the event the Government is unable to make payment by credit card, the Contractor shall accept payment by check or other mutually agreeable method of payment.

(b) **CONDITIONS FOR CREDIT CARD PAYMENT.** The Government may make payment by credit card only after receipt of a proper invoice and after verification of quantity and price. Verification of the price stated on the invoice shall be determined by accessing DESC's website at http://p2web.desc.dla.mil/pls/p2wp/dfsc_pkg.df_activity.

(c) **PAYMENT INFORMATION.** If the Government makes payment by check in accordance with (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(DESC 52.232-9FK2)

11.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(a) **Exceptions** to the use of electronic invoicing are limited to the following:

(1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.

(2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.

(b) In the event of an exception to invoicing identified above, the Contractor shall--

(1) Fax its invoice to DFAS-BVDFP/CC at the following fax number: **(614) 693-0670**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-BVDFP/CC) at **1-800-453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.

(2) Include the Contractor's fax number on each document transmitted.

(3) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDFP/CC specifically requests it.

(DESC 52.212-9F52)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2002)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Include the FET as a separate item on the Contractor's invoice.

<u>FET PER GALLON</u>	<u>GASOLINE/GASOHOL</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	Gasoline	
\$0.15379	5.7% Gasohol	At least 5.59% but less than 7.55%
\$0.14319	7.7% Gasohol	At least 7.55% but less than 9.8%
\$0.131	10% Gasohol	At least 9.8% but less than 10%

(2) **AVIATION GASOLINE.** Include the FET of \$0.194 per gallon as a separate item on the Contractor's invoice.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

128.02-2 (CONT'D)

(5) **JET FUEL.** Include the FET of \$0.219 per gallon as a separate item on the Contractor's invoice.

(6) **BIODIESEL (B-20).** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(7) **E85 (QUALIFIED ETHANOL).** Include the FET of \$0.1305 per gallon as a separate item on the Contractor's invoice.

(8) **EXEMPT SALES.** Sales of jet fuel and aviation gasoline for military aircraft are tax exempt. Sales to the Army National Guard (for their exclusive use) and the District of Columbia government are also exempt. Contractors authorized by the IRS to sell tax-free gasoline, undyed diesel fuel, and undyed nonaviation kerosene tax-free should obtain tax exemptions certificates for these sales and not invoice the FET.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Contractors should include any applicable taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax. Sales to the United States are exempt from these taxes.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Tax exemption certificates will be issued by the ordering activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **NATIONAL OILHEAT RESEARCH ALLIANCE (NORA) ASSESSMENT FEE.** All contract prices exclude the NORA assessment fee on certain fuel used for heating purposes. The Contractor's invoice shall include the NORA assessment fee as a separate line item on fuel oil (burner grades) numbers 1 and 2, dyed high sulfur diesel fuels, and dyed nonaviation kerosene (2-K) if applicable to the end user (Federal Civilian activities only) and if applicable in the state where delivery is made.

(g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. The Contractor should include this tax as a separate item on the Contractor's invoice only if no exemption applies.

(h) **TEXAS PETROLEUM PRODUCTS FEE.** All contract prices exclude the Texas Petroleum Products Fee. The Contractor should include this fee as a separate item on the Contractor's invoice.

(i) **LICENSES** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)